

**EASTERN FOREST DISTRICT
TIMBER SALVAGE TENDER 2024**

**Tender Closing Date:
February 2, 2024**

The Department of Environment, Energy and Climate Action; Forests, Fish & Wildlife Division invites tender submissions for Timber Salvage on various public land properties in the Eastern Forest District

Detailed information and tender forms are available from the Eastern District Forestry office or the Provincial Forest Tenders web site (www.princeedwardisland.ca/foreststenders). Tenders will be received until **1:00 P.M., February 2, 2024**. All envelopes must be clearly marked "**Timber Salvage Tender 2024: Eastern Forest District**" and must be delivered to the **Eastern District Forestry office in Southampton**.

Hon. **Steven Myers**,
Minister of
Environment, Energy, and Climate Action

Eastern District Office
2580 Cardigan Road
St. Peter's Bay, P.E.I.
COA 2A0
Phone: (902) 961-7296

HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED

**TENDERING INSTRUCTION FOR TIMBER SALVAGE
EASTERN DISTRICT 2024**

1. Tenders must be received at the Eastern District Forestry Office, Southampton no later than **1:00 P.M. February 2, 2024**, in envelopes clearly marked "**Timber Salvage Tender 2024: Eastern District**". Late tenders will not be considered.
2. All tenders must be made on the official tender forms provided by the Department of Environment, Energy and Climate Action and shall include all the requested information.
3. This tender is for harvesting and forwarding all timber roadside where it can be accessed for trucking. The roadside timber is not a part of this tender and ownership will remain with the Department of Environment, Energy, and Climate Action.
4. All tenders must be on a per cord basis to be paid to the contractor by Government as per the attached tender form. Contract will be paid on estimated site minimum volume. Any volume over will be paid on the per cord tendered bid. Before submitting your bid, ensure that you review the description of the treatment prescription for each area.
5. All sections of the official tender form must be completed. **Partially completed tenders will be considered invalid.**
6. Individuals or companies with outstanding accounts with the Forests, Fish and Wildlife Division of the Department of Environment, Energy and Climate Action in the form of contract payments, penalties, or check-off payments shall not be eligible to tender on any new contracts. Tenders submitted by ineligible contractors will not be accepted. For the purposes of this clause, harvesting contractors or sawmills which are in good standing (i.e. paid in full) as of September 2023 are eligible.
7. All harvesting contractors and sawmills utilized in the cutting of this timber must be registered to operate legally in Prince Edward Island as a Sole-Proprietorship, or as a Corporation (ie. must have a valid listing under either the Corporate Registration list or the Extra-Corporate Registration list of the Corporations Division of the Province of Prince Edward Island).
8. For this current fiscal year, contractors or sawmills submitting a tender for this specific tender offering will be documented on a tender contact list. They will be invited to submit a tender on any additional timber salvage tenders that might be offered in the Eastern District during the fiscal year identified on this tender document (*up to March 31st, 2024).
9. In the event of identical price tenders, the parties involved in submitting these tenders shall be requested to re-tender at a price equal to or higher than their first tender. With the exception of determining the placement order of the companies that submitted identical tenders, the results of their retender shall not alter the order of other tender bids.

10. Refer to “**Schedule A**” for TIMBER SALVAGE TENDER SUMMARY; refer to “**Schedule B**” for TIMBER SALVAGE AGREEMENT SPECIFICATIONS; refer to “**Schedule C**” for TIMBER SALVAGE AGREEMENT SPECIFICATIONS ADDITIONAL TREATMENT INSTRUCTIONS.

SCHEDULE "A"

**EASTERN DISTRICT
TIMBER SALVAGE TENDER SUMMARY 2024**

Location	Job #	PID #	Approximate Area (hectares)	*Est. Total Volume (cords)
St Peters Harbour	ES2024-01	583757	7	420
Valleyfield	ES2024-02	282237	5	280
Southern Kings	ES2024-03	259671	0.4	30
Anderson Road	ES2024-04	374488	1	45
Auburn	ES2024-05	184176	1.5	68

- * **Please see additional treatment instructions provided for all job numbers (included in schedule "C" with tender maps).**
- * **All additional volume harvested will be paid out on the per cord bid for the property.**

**Contractor Bid Form
(To be submitted with Tender Form)**

Location	PID #	Job #	Approximate Area (hectares)	Species	Estimated Volume (cords)	Total Job # Tender Price (\$)
St Peters Harbour	583757	ES2024-01	7	Red Pine	420	

Location	PID #	Job #	Approximate Area (hectares)	Species	Estimated Volume (cords)	Total Job # Tender Price (\$)
Valleyfield	272237	ES2024-02	5	Mixed Wood	280	

Location	PID #	Job #	Approximate Area (hectares)	Species	Estimated Volume (cords)	Total Job # Tender Price (\$)
Southern Kings	259671	ES2024-03	0.4	White Pine	30	

Location	PID #	Job #	Approximate Area (hectares)	Species	Estimated Volume (cords)	Total Job # Tender Price (\$)
Anderson Road	374488	ES2024-04	0.4	Red Pine	45	

Location	PID #	Job #	Approximate Area (hectares)	Species	Estimated Volume (cords)	Total Job # Tender Price (\$)
Auburn	184176	ES2024-04	1.5	White Pine	68	

- Note:** Several properties have more than one harvest block (component) identified within one job number. However, only the **“Only the price/cord will be considered in determining the placement order of the tenders”** will be considered in determining the placement order of the tenders received.

SAMPLE ONLY (to be completed by successful bidder)

THIS AGREEMENT made this _____ day of _____, 2024.

BETWEEN: GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister of Environment, Energy and Climate Action.

(Hereinafter referred to as "Government")

AND: _____ of _____

In _____ County, Province of _____

(Hereinafter referred to as the "Contractor")

(TIMBER SALVAGE CONTRACT - EASTERN DISTRICT)

WHEREAS Government wishes to engage the services of the Contractor to carry out harvesting on government owned properties under the supervision of the Forests, Fish and Wildlife Division Provincial Forest officers;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

COVENANTS OF THE CONTRACTOR AND GOVERNMENT

1. The Contractor shall perform the services, assume all those responsibilities, and diligently execute all those duties described in the attached Timber Salvage Agreement specifications, Eastern 2024 in Schedules "A", "B" and "C" (the "work") in a manner satisfactory to Government.
2. Subject to the termination clause, the term of this Agreement shall commence on the _____ of _____, 2024, and shall terminate upon the satisfactory completion of the work which shall not be later than March 31, 2024. The Contractor agrees to limit the harvesting period to that defined in Schedule "B" or as instructed by a Provincial Forest Technician.

SAMPLE ONLY (to be completed by successful bidder)

PAYMENTS, RECORDS AND ACCOUNTS

3. Payments under this Agreement shall be as follows:

- (a) The tender payment by the Contractor under this Agreement shall be for a total lump sum amount on a per property basis as indicated in the table below for the property referred to in Table 1 (hereinafter referred to as the “property”).

Table 1

JOB#	LOCATION	PARCEL #	TENDER PRICE (\$)
TOTAL TENDERED AMOUNT			

NOTE: All products harvested on each site will belong to the Province, provided that full payment has been provided in full for **all** parcel numbers on which the Contractor is the successful bidder.

- (b) If the Government is required to pay the Contractor, payment will be made within 60 days of receipt of an invoice. This payment shall be subject to the satisfactory completion of the specified work in accordance with Schedules A, B, & C and the 2018 Ecosystem-Based Forest Management Standards Manual.
- (c) The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made including the invoices, receipts and vouchers. The accounts and records shall, at all times, be open to audit and inspection by the authorized representatives of Government (who may make copies thereof and take extracts there from) and the Contractor shall afford all facilities for the audits and inspections and shall furnish Government and its authorized representatives with all information as it may require. The Contractor shall not, without the consent of Government, dispose of the accounts and records but shall preserve and keep the same available for audit and inspections at any time.
- (d) The Province may be required to make further payments to Contractor in accordance with Schedule “B” attached hereto.

SAMPLE ONLY (to be completed by successful bidder)

CONDITIONS AND RECORDS OF EMPLOYMENT

4. (a) It is understood that the Contractor will act as an independent contractor and that they are entitled to no other benefits whatsoever than those received under this Agreement.
- (b) It is further understood that entry into this Agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
5. (a) It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to check-offs, sales taxes, Income Tax, Canada Pension Plan, Unemployment Insurance, Worker' Compensation assessments, or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the work to be performed under this Agreement.
- (b) It shall be the sole responsibility of the Contractor to comply with all Federal, Provincial and Municipal legislation(s) which may have application to the work being performed under this Agreement.
- (c) The Contractor, before undertaking any work under this Agreement shall provide to Government a clearance certificate issued by the Workers Compensation Board.
6. Government shall provide such support, guidance, direction, instruction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and direct the activities of the Contractor.

SAMPLE ONLY (to be completed by successful bidder)

TERMINATION OF AGREEMENT

7. Government may terminate this Agreement or any part of it without reason at any time by a notice in writing, signed by or on behalf of Government and either delivered to the Contractor or mailed, addressed to the last known place of business of the Contractor. Upon the delivery or mailing of the notice, this Agreement shall be determined to have ended, in which event the Contractor shall have no claim against Government under this Agreement, except to be reimbursed on a pro rata basis pursuant to and in accordance with the tender price set out in paragraph 3, for the work yet to be performed after the expiration of the notice, and such payment to the Contractor shall take into account all firm commitments made by the Contractor prior to the receipt of the notice and in respect of which commitments the Contractor is liable for payment, less the amount of any payments by Government.

CONFIDENTIALITY AND COPYRIGHT

8. Any and all information rendered available to the Contractor shall be treated as confidential information and the Contractor will not directly or indirectly disclose or use at any time, either during or subsequent to the term of this Agreement, any information, knowledge or data gathered as a result of the performance of this Agreement, unless the written consent of Government is first obtained or unless the information, knowledge or data is of general availability to the members of the public. The Contractor agrees that all documents, goods, computer systems, designs or programs, submitted or prepared by the Contractor under this Agreement are the property of Government and the copyright therein vests in Government.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

9. Any information provided in this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to the release of any information in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act, supra*.
10. The Contractor, whose work for Government involves the collection or use of personal information, is subject to the *Freedom of Information and Protection of Privacy Act, supra*. Personal information may not be released to any third party or unauthorized individual.

SAMPLE ONLY (to be completed by successful bidder)

INDEMNIFICATION AND ASSUMPTION OF LIABILITY

11. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

12.
 - (a) The Contractor agrees to maintain liability insurance providing not less than \$2,000,000 coverage and shall add Government as a named insured.

 - (b) The policy shall include, but not be limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, blanket contractual liability, and 30 days' notice of cancellation to the insured and Government.

 - (c) The policy required by this Agreement shall be in a form and with insurers satisfactory to Government. A certified copy of the policy shall be delivered to Government prior to execution of the Agreement. Default of delivery or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement.

ENTIRE AGREEMENT

13. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.

14. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors, and assigns.

15. This Agreement, including the Schedules, constitutes and expresses the entire Agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

SAMPLE ONLY (to be completed by successful bidder)

IN WITNESS WHEREOF the parties thereto have duly executed these presents as of the day and year above written.

SIGNED, SEALED & DELIVERED

In the presence of:

GOVERNMENT OF PRINCE ISLAND

as represented by the Minister of
Environment, Energy and Climate Action

Ministers Representative

SIGNED, SEALED & DELIVERED

In the presence of:

Contractor

SAMPLE ONLY (to be completed by successful bidder)

SCHEDULE "B"

TIMBER SALVAGE AGREEMENT SPECIFICATIONS
EASTERN DISTRICT 2024

CONTRACT BETWEEN GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister of Environment, Energy and Climate Action AND _____
DATED THE _____ DAY OF _____, 2024.

Definitions:

Basal area means the area in square metres per hectare of the cross section at breast height of all trees within the harvest area.

Coarse woody material means recently downed woody material with an average diameter of at least 10 cm retained to create microhabitats for a variety of plant and animal species.

Unless otherwise specified in the tender description for that cut harvest block, a **legacy tree** means a standing live tree with a height of at least 10 metres and a diameter at breast height of at least 18 cm or a standing dead tree or snag with a height of at least 2 metres and a diameter at breast height of at least 18 centimetres or, where sufficient larger stems are not available, of at least 10 cm. be retained to establish vertical stand structure to enhance wildlife use of the harvest area and/or to enhance wildlife diversity. Unless otherwise specified in the harvest description, the preference for legacy tree retention shall be shade tolerant conifer trees including white pine, red spruce, eastern hemlock, and eastern white cedar and deciduous trees including yellow birch, sugar maple, white ash, black ash, red oak, and red maple.

The Contractor shall, in accordance with the terms and conditions of the Agreement, including schedules:

1. A minimum **72 hour** notification period is required before starting any treatment on any given property, the contractor must advise the Provincial Forest technician responsible for that treatment area of the date and time when the treatment will be commenced. In addition, within 72 hours of the termination of the harvest, the Contractor shall advise the Provincial Forest technician for the harvest area of the date and time when the harvest is completed. Provincial Forest Technicians reserve the right to specify the window of time that the treatment will be permitted to be carried out. If the Contractor has any questions or concerns prior to the start or during the completion of a treatment, they are encouraged to contact a Provincial Forest Technician for clarification and instruction.

SAMPLE ONLY (to be completed by successful bidder)

2. Salvage and remove the merchantable wood to a roadside landing *in the manner described by Provincial Forest technicians for that Job*, with the least amount of damage to the lands and roads on the property.
3. Repair any damage caused to the lands and the roads during the removal of wood from the property.
4. Through the selection of appropriate harvest, extraction timing, load size of porters, and placement of slash for extraction trails, ensure that rutting of harvest sites is avoided. In the event that rutting or other damage that channels water flow occurs, implement erosion control measures to stop the erosion process. Provincial Forest technicians may specify brush mat layering or route selection to further minimize rutting.
5. Conform to Government's Ecosystem-Based Forest Management Standards Manual 2018 in respect to the various harvesting prescriptions but ensure the provisions of Schedule "B" and "C" are achieved.
6. Ensure that stumps are cut to less than 15 cm (6 in.) in height, unless tree form makes this impossible and then, stumps must be cut as close to the ground as sound silvicultural practice allows.
7. Ensure the retention of at least 200 pieces of coarse woody material per hectare and twelve (12) to fifteen (15) legacy trees per hectare.
8. With the exception of *standing* trees left to meet wildlife, *coarse woody material*, and *legacy tree* provisions of Government's Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, ensure that all hardwoods (except poplar) are retained where possible; all softwoods are to be salvaged.
9. With the exception of *standing* trees left to meet wildlife, *coarse woody materials*, and *legacy tree* provisions of the Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, ensure that all non-merchantable trees are directionally felled and bucked into sections of a maximum length of 4.0 m (13.1 feet) and all live trees above 1.0 m (3.3 feet) in height are felled unless otherwise specified.
10. With the exception of *standing* trees left to meet wildlife, *coarse woody materials*, and *legacy trees* provisions of the Ecosystem-Based Forest Management Standards Manual 2018 and quality trees left to meet basal area requirements, operate in accordance with

SAMPLE ONLY (to be completed by successful bidder)

the following penalties which shall be applied for the following improper harvesting or retention practices by the Contractor:

11. As stated in the Mi'kmaq Confederacy consultation response to the management plan relating to each specific harvest property; "If anything of cultural significance should happen to come to light during the implementation of the proposed activities, it is assumed that all activities will be halted until proper care and consideration can be undertaken." If anything is discovered, the Forest Officer responsible for this harvest site must be contacted immediately.
12. Unless otherwise established in writing, ensure all harvesting and wood removal is to be completed no later than March 31st, 2024 or the Contractor shall forfeit said contract. In the event that a different date is established in writing in the tender package, all harvesting and wood removal is to be completed by that date or that Contractor shall forfeit the harvested wood *left on site after _____, 2024. In addition, a penalty of \$100 per cord shall be assessed for each cord of harvested round wood that is left on site after _____, 2024.*
13. Ensure that all trees marking the perimeter of the harvesting area, including those as corner posts, shall be left standing.
14. Agree to suspend all work further to this Agreement upon receiving verbal or written notice to that effect from a Forest Technician or Forester employed with the Department of Environment, Energy and Climate Action.
15. To avoid potential disturbance to nesting birds, no harvesting or extraction of harvested wood shall occur on the properties during the period of **May 15th to July 15th**.

When applicable:

16. Government shall provide payment within 60 days of receipt of an invoice. This payment shall be subject to the satisfactory completion of the specified work in accordance with Schedule "B" and "C", and the Ecosystem-Based Forest Management Standards Manual 2018 and the terms of this Agreement.
17. Acknowledge that the Contractor is allowed on the property for the purposes of carrying out the work only.

SAMPLE ONLY (to be completed by successful bidder)

18. Acknowledge that the Contractor is required to fully comply with all terms and conditions of this Agreement including the Schedules. In the event that the Contractor does not fully comply, Government shall carry out the remaining necessary work and tender an invoice to the Contractor for the cost of such work. The Contractor shall pay the amount of the invoice to Government within 60 days of receipt of the invoice. If the invoice is not paid within 60 days, Government may at its option, file with the Supreme Court of Prince Edward Island a judgment against the Contractor for the outstanding payment.

SCHEDULE "C"
TIMBER SALVAGE AGREEMENT SPECIFICATIONS
ADDITIONAL TREATMENT INSTRUCTIONS

EASTERN DISTRICT – 2024
TREATMENT INSTRUCTIONS

JOB ES2024: No.1

Property Number: 583757

Location: St Peters Harbour Road

Treatment: Salvage Harvest

Harvest Area: 7 hectares

Harvest Site	Area (Ha)	Estimated Cordage	Contractor Notes
Salvage Harvest	7	420	
Total Area			

Access

- Access can be made through a forestry road running west into the property from the St Peters Harbor Road.
- The forest road must be mended post-harvest of any rutting caused by forest operations.

General Harvest

- **All wood** is to be salvaged and piled in a roadside landing.

JOB ES2024: No.2

Property Number: 272237

Location: Valleyfield

Treatment: Salvage Harvest

Harvest Area: 5 hectares

Harvest Site	Area (Ha)	Estimated Cordage	Contractor Notes
Salvage Harvest	5	280	
Total Area			

Access

- Access can be made via the Dalmaney Road directly into the Salvage area

General Harvest

- **All merchantable wood** is to be salvaged and piled in a roadside landing.

JOB ES2024: No.

Property Number: 259671

Location: Southern Kings

Treatment: Salvage Harvest

Harvest Area: 0.4 hectares

Harvest Site	Area (Ha)	Estimated Cordage	Contractor Notes
Salvage Harvest	0.4	30	
Total Area			

Access

- Access can be made via a forest road entering the property from the Commercial Road.
- Access must be made during a time when there is no school in session, ideally spring break.

General Harvest

- All standing and downed wood is to be harvested and removed to a roadside landing.
- This property hosts a trail system utilized by the Southern Kings School and will require all hazard trees to be felled.

JOB ES2024: No.4

Property Number: 374488

Location: Anderson Road

Treatment: Salvage Harvest

Harvest Area: 1 hectare

Harvest Site	Area (Ha)	Estimated Cordage	Contractor Notes
Salvage Harvest	1	45	
Total Area			

Access

- Access can be made through a forestry road that loops the property with a north and south entrance off the Anderson Road.
- The forest road must be mended post-harvest of any rutting caused by forest operations.

General Harvest

- **All wood** is to be salvaged and piled in a roadside landing.

JOB ES2024: No.5

Property Number: 184176

Location: Auburn

Treatment: Salvage Harvest

Harvest Area: 1.5 hectares

Harvest Site	Area (Ha)	Estimated Cordage	Contractor Notes
Salvage Harvest	1.5	68	
Total Area			

Access

- Access can be made through a forestry road running west into the property from the Monaghan Road.
- The forest road must be mended post-harvest of any rutting caused by forest operations.

General Harvest

- All salvageable downed wood or compromised standing wood is to be salvaged and piled in a roadside landing.
- Best efforts are to be made to retain any large, windfirm white pine within the stand.